

DECLARATION
OF
BARRINGTON OFFICE AND STORAGE CONDOMINIUM

Route 125
Barrington, County of Strafford,
State of New Hampshire

Mill Falls Realty, LLC, a New Hampshire limited liability company with a principal address PO Box 627, Center Ossipee, New Hampshire (hereinafter, with its successors and assigns, who come to stand in the same relation to the Condominium as their predecessors, called the "Declarant"), hereby declare:

1. Submission of Property. The Declarant hereby submits the land located in Barrington, New Hampshire, and more particularly described in Exhibit A, attached hereto (hereinafter referred to as the "Land"), together with the buildings, all improvements heretofore or hereafter constructed thereon, and all easements, rights, and appurtenances thereto described in said Exhibit A, all of which are owned by the Declarant, to the provisions of the Condominium Act of the State of New Hampshire, Chapter 356-B of the Revised Statutes Annotated, in order to create a plan of condominium ownership in such property. The units hereby submitted as of the date of the recording of this Declaration shall be units 1 through 43, and the common areas and facilities associated with those units.

2. Definitions. As provided in Section 12, I of the Condominium Act, capitalized terms not otherwise defined herein, or in the Bylaws recorded herewith, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein.

(a) "Bylaws" mean the Bylaws providing for the self-government of the Condominium, recorded herewith, as amended from time to time.

- (b) "Common Area" means all parts of the Property other than the Units, as more fully set forth in Paragraph 3(e) of this Declaration, and includes any Limited Common Area.
- (c) "Condominium" means the Barrington Office and Storage Condominium, the condominium established by this Declaration.
- (d) "Condominium Act" means Chapter 356-B of The New Hampshire Revised Statutes Annotated, as amended.
- (e) "Land" shall have the meaning set forth hereinabove.
- (f) "Majority of the Owners" means the Owners of the Units to which more than fifty (50%) percent of the votes in the Unit Owners' Association appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Unit Owners' Association appertain.
- (g) "Owner or Unit Owner" means any Person or Persons, who holds or hold fee simple title to a Unit. No mortgagee shall be deemed to be an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.
- (h) "Percentage Interest" or "Undivided Percentage Interest" means the percentage undivided interest of each unit in the Common Area as set forth in Exhibit B attached hereto.
- (i) "Property" means the land and buildings and all other improvements heretofore or hereafter constructed thereon, and all easements, rights, and appurtenances thereto, and all articles of personal property intended for common use in connection therewith, except as any of the foregoing may be limited in Exhibit A attached hereto.
- (j) "Registry" means the Strafford County Registry of Deeds.
- (k) "Rules" means those rules and regulations adopted from time to time by the Board of Directors of the Association, relative to the use of the Condominium, provided they are not in conflict with the Condominium Act, the Declaration, or the Bylaws.
- (l) "Site Plans and Floor Plans" or "Plan" means the plat of the entire property described in this Declaration, and all floor plans relative thereto, recorded simultaneously herewith or recorded subsequently.
- (m) "Unit" means a unit as defined by the Condominium Act, which is bounded and described as shown on the Plans of the Condominium and as provided in Paragraph 3 (d) hereof. As used herein, the term "unit" and the term "building envelope" mean the same thing and are used interchangeably.
 - (a) "Unit Owners' Association", or "Barrington Office and Storage Unit Owners' Association" or "Association" means all the Owners acting as a group in accordance with this Declaration and/or the Bylaws.

3. Statutory Requirements. The following information is provided pursuant to the provisions of Section 16 of the Condominium Act.
 - (a) Name. This condominium shall be known as “Barrington Office and Storage Condominium”.
 - (b) Location. This condominium is located on Route 125, Barrington, County of Strafford, State of New Hampshire.
 - (c) Description of Land. A legal description by metes and bounds of the Land submitted to the Condominium is contained in Exhibit A.
 - (d) Description of Units.

The Condominium shall contain forty-three (43) units, which shall be constructed in duplex buildings. Each of the Units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited, or devised in the same manner as any other parcel of real property independent of the other individual Units. Annexed hereto and made a part hereof as Exhibit C is a list of the Units, their respective identifying numbers or Unit designations, and the undivided percentage interest in the Common Area appurtenant to each.

Unit Boundaries:

The boundaries of each Unit with respect to floors, ceilings, walls, doors, and windows thereof are as follows:

- (A) Floors: The upper surface of the subflooring.
- (B) Ceilings: The plane of the upper surface of the wallboard, plasterboard or plaster of which the ceilings are constructed.
- (C) Interior Building Walls between Units: The plane of the surface facing such unit of the wall studs.
- (D) Exterior Building Walls, Doors and Windows: As to exterior walls, the plane of the interior surface of the wall studs; as to doors providing access and egress to the unit, the plane of the exterior surface thereof; and as to windows and doors containing glass, the planes of the exterior surfaces of the window and panel frames.

Except as provided herein:

(1) Interior walls, floors or ceilings are designated as boundaries of a Unit, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finish flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit and all other portions of the walls, floors, or ceilings are a part of the Common Area.

(2) If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Area allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Area is a part of the Common Area.

(3) Subject to the provision of paragraph (2), all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(4) Any doorsteps, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the Unit's boundaries, are Limited Common Areas allocated exclusively to that Unit.

(e) Description of Common Area and Limited Common Area.

(i) Common Area. Common Area consists of the entire property other than the Units and includes, but not by way of limitation, the Land and the walks, shrubbery and other plantings, interior roads, interior paved driveways, parking areas and other land and interests in land included and described in Exhibit A hereto.

(ii) Limited Common Area. Each Unit shall have Limited Common Area as shown on the plans and as described further in the Condominium Deed to each Unit. Each Limited Common Area is owned in common by all owners, but is restricted to the use and benefit of the Unit or Units which it serves. The driveway and parking areas of each Unit may be Limited Common Area to that Unit.

(iii) Use. The use of the Common Area shall be limited to the owners and to their tenants and guests. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is appurtenant, to the owner's tenants and guests. The use, including responsibilities for maintenance and repair, of the Common Area and Limited Common Area shall be governed by the Bylaws and by the Rules as adopted and amended from time to time by the Board of Directors of the Association.

- (f) Reassignment of Limited Common Area. Limited Common Area may be reassigned pursuant to Section 19 of the Condominium Act. Pursuant to RSA 356-B:16, I (f), the Declarant reserves the right to designate additional limited common areas by amendment to this Declaration at any time prior to conveyance of any Unit.
- (g) Allocation of Percentage Interests. All Units will have such Undivided Percentage Interests in the Common Area, as reflected in Exhibit D-1 attached hereto.
- (h) Statement of Purpose and Restrictions on Use. The Condominium and each of the Units are primarily intended for commercial or industrial use and the following provisions, together with the provisions of the Bylaws and the Rules, are in furtherance of this purpose:
- (1) Use: Limitation. Each Unit shall be occupied and used only for commercial, industrial, or office purposes by the Owner, or by tenants and guests of the Owner. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the Lessees thereof occupy and use the leased premises in accordance with the provisions of this Declaration, and any rules and/or regulations adopted by the Board of Directors of the Association.
 - (2) Easement to Facilitate Completion and Sales. Declarant shall be deemed to be the Owner of any Units which have not been sold and conveyed. Declarant and its duly authorized agents, representatives, and assigns may make such reasonable use of the Condominiums as may facilitate the sale and conveyance, including, without limiting the generality of the foregoing, the right to enter all Units and Common Area for construction purposes, and the right to store materials, the maintenance of a sales office and a rental office, the showing of property, and the displaying of Signs. In addition, the Declarant and its duly authorized agents, representatives, and employees shall have the right to use any and all unsold and un conveyed Unit or Units as sales offices and/or model units. Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and not parts of the Common Area. The Declarant shall have the absolute right to convey or lease such Units. Further, the Declarant reserves the right to enter into certain agreements with other Unit Owners who may agree to lease their Units to the Declarant for use by the Declarant as model units and/or sales offices.
 - (3) Occupancy Limitation. No Unit in any building shall be leased, sold, or occupied until the Owner thereof shall have received an occupancy permit for the Unit in accordance with the Zoning Ordinance and Building Code of the Town of Barrington.

(4) Owners Subject to Declaration, Bylaws, and Rules and Regulations. All present or future Owners, tenants, and occupants of Units, or any other person who might use the facilities of the Property in any manner are subject to the provisions of this Declaration, the Bylaws, and the Rules. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws, and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Units, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof,

The Declaration, Bylaws, and Rules to be adopted by the Board of Directors of the Association, and the decisions and resolutions of the Association, or its representatives, as lawfully amended from time to time, all contain, or will contain certain restrictions as to use of the Units or other parts of the Condominium. Each Owner shall comply therewith and failure to comply with any such provisions, decision, or resolution shall be grounds for an action by the Association or any Unit Owner to recover sums due, for damages or for injunctive relief. All such actions in law or in equity by the Association shall be authorized by resolution of the Board of Directors, and the Association or Unit Owner shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees, as more particularly set forth in Article XII of the Bylaws.

(5) Condominium Subject to Easements for Ingress and Egress and Use. Subject to the provisions of this Declaration, including, without limitation, Paragraph 4 hereof, the Bylaws and the Condominium Act, each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all Common Area. Each Unit shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Area by persons lawfully using or entitled to the same,

(6) Property Subject to Covenants, Easements, and Restrictions of Record. The submission of the Property is subject to all covenants, conditions, easements of record, including without limitation those which are set forth or referred to in Exhibit A.

(7) Reservation of Utility Easements. The Declarant reserves on behalf of itself and the Association and their successors and assigns, perpetual easements over all Units and the Common Area for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of all utility services necessary or desirable in connection with operation of the Condominium, including, without limitation, water,

sewage disposal, telephone, heating and air conditioning, gas, cable television and electrical systems, and storm water management, all for the benefit of the respective Owners of the Condominium, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services.

(8) No Subdivision or Partition. No Unit may be divided or subdivided into a smaller Unit; no Unit or portion thereof shall be added to or incorporated into another Unit without the consent of the owners of both units. The Common Area shall remain undivided, and no Unit Owner or any other person shall bring any action for partition or division thereof; nor shall the Common Area be abandoned by act or omission, unless the Condominium shall be terminated pursuant to the Condominium Act.

(9) No Harmful or Offensive Use of Condominium. No harmful or offensive use shall be made of any part of the Condominium and nothing shall be done therein which is or will become in the judgment of the Association an annoyance or nuisance to the other Unit Owners. No use shall be made of any part of the Condominium which will constitute a fire hazard, result in the cancellation of insurance on any part of the Condominium, or be in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which would increase the rate of insurance on the Common Area without the prior written consent of the Association.

(10) Determination of Action Following Casualty Damage. The Board of Directors shall cause the Association to maintain a Master Casualty Policy including hazard and flood insurance on the Common Areas, liability insurance, and fidelity insurance coverage. Notwithstanding anything herein to the contrary, each Unit Owner shall be solely responsible for the purchase and maintenance of suitable commercial fire and extended casualty insurance covering the replacement value of the commercial structure and appurtenant improvements within each Owner's Unit. In the event of damage by fire or other casualty to any portion of the Condominium which is covered by the Master Casualty Policy, the proceeds of the Master Casualty Policy shall, pursuant to Section 43, III of the Condominium Act, be used to repair, replace, or restore the portion of the damaged Common Area. The Board of Directors is hereby irrevocably appointed the attorney-in-fact for each Owner of a Unit and for each mortgagee of a Unit and for each Owner of any interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims. Insurance proceeds shall be payable and paid, not to the Board of Directors, but to a banking institution as Trustee for the benefit of the Unit Owners' Association, the Unit Owners, or any mortgagee, as their interests may appear. The procedure for making repairs after such damage shall be specified in the Bylaws.

In the event of damage to any portion of a Unit other than to Common Area, the Unit Owner shall, within a reasonable period of time not to exceed one hundred and twenty (120) days, commence the repair, replacement or restoration of such damage and diligently pursue the completion of such repair, replacement or restoration. In the event the Unit Owner fails, for any reason or for no reason, to timely commence and diligently pursue the completion of such repair, replacement or restoration, the Association shall provide such Unit Owner and any Permitted Mortgagee with respect to such Unit, a written notice that the Association intends to either repair, replace or restore the damaged improvements within the Unit or demolish and remove from the Condominium such damaged improvements within such Unit, and that all costs and expenses incurred by the Association in undertaking such action shall be a Special Assessment against such Unit. Such notice shall set a date, not earlier than thirty (30) days after the date of such notice following which, if the Unit Owner or Permitted Mortgagee shall not have commenced such repair, replacement or restoration, the Association shall undertake the repair, replacement, restoration, demolition and/or removal as the Association deems appropriate in accordance with this section. Under no circumstances shall the Association or its officers, employees, or agents be liable for any damage, cost, expense or loss incurred by such Unit Owner or a Permitted Mortgagee resulting from the Association's good faith exercise of its authority hereunder.

(11) Garbage. Garbage, trash and refuse may be removed at suitable regular intervals as directed by the Board of Directors of the Association. No dumping or burning of garbage, trash or refuse shall be permitted on condominium property. No garbage, trash or refuse may be stored in such a manner that may cause same to be transferred off-site by natural causes such as rain, wind, etc. All containers for garbage, trash and refuse shall be kept under cover from view, except for a reasonable time before removal.

(i) RSA 356-B:41 - Upkeep of Condominium - Warranty Against Structural Defects.

(i) Except to the extent otherwise provided by the condominium instruments, all powers and responsibilities with regard to maintenance, repair, renovation, restoration, and replacement of the condominium shall belong (a) to the individual unit owners' Association in the case of the common areas, and (b) to the individual unit owner in the case of any unit or any part thereof. Each unit owner shall afford to the unit owners' association and to any of its agents or employees such access through his unit as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities. But to the extent that damage is inflicted upon the common areas or any unit through which access is taken, the unit owner causing the same, or the unit owners' association if it has caused the same, shall be liable for the prompt repair thereof.

(ii) Notwithstanding anything in this section to the contrary, the Declarant shall warrant or guarantee, against structural defects, each of the units for one (1) year from the date each is conveyed, and all of the common areas for one (1) year. The one year referred to in the preceding sentence shall begin as to each of the common areas whenever the same has been completed or if later, (a) as to any common area within any additional land, or portion thereof, at the time the first unit therein is conveyed. For the purposes of this paragraph, no unit shall be deemed conveyed unless conveyed to a bona fide purchaser. For the purposes of this paragraph, structural defects shall be those defects in components constituting any unit or common area which reduce the stability or safety of the part of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement. Nothing in this paragraph shall be construed to make the Declarant responsible for any items of maintenance relating to the units or common areas.

4. Amendment of Declaration. Except as otherwise provided in the Condominium Act and in this Declaration and Bylaws, this Declaration and Bylaws may be amended by agreement of at least sixty-seven (67%) percent of the Owners; provided, however, that (i) while the Declarant owns at least One-third of the units, the Declarant may amend this Declaration and the Bylaws; (ii) after the time that the Declarant shall own less than one-third of the units, any such amendment shall be executed by such sixty-seven (67%) percent of the Owners or by the President and Treasurer of the Association accompanied by a Certificate of Vote of the Clerk; (iii) evidence of such amendment shall be duly recorded at the Registry pursuant to Section 34, IV of the Condominium Act; (iv) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease, or other disposition of such Unit(s); (v) no such amendment shall be contrary to the provisions of the Condominium Act; (vi) no such amendment shall affect any rights reserved to the Declarant herein or in the Bylaws without the written consent of the Declarant; (vi) any amendment of material nature as defined in Section 402.02 of FNMA Lending documents dated January 1, 1983, shall have been approved in writing by fifty-one (51%) percent of the mortgagee or mortgagees holding first mortgages on Units; and (vii) any such amendment shall not be contrary to any provisions of the Town of Barrington Zoning Ordinance and Building Code or Subdivision Regulations.

5. Mortgage Lender Compliance. Notwithstanding anything to the contrary elsewhere in the Condominium Instruments, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in the Condominium.

(a) Any holder, insurer, or guarantor of a first mortgage on a Unit in the Condominium shall, upon written request, be entitled to written notification from the Association of any of the following (holders of first mortgages who have submitted such written requests will be referred to as "Eligible Mortgage Holder"):

(i) A condemnation or loss which affects a material portion of the Property of such Unit on which such first mortgagee holds a first mortgage lien;

(ii) Any sixty (60) day delinquency in the payment of assessments or charges owed by a mortgagor of such Unit;

(iii) Any lapse, cancellation, or material Modification of any insurance policy or fidelity bond maintained by the Association;

(iv) Any action for which the Consent of Eligible Mortgage Holders is required pursuant to this Declaration;

(b) Any first mortgagee of a Unit in the Condominium who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (of assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title of such Unit by the mortgagee:

(c) Unless at least fifty-one (51%) percent of the Eligible Mortgage Holders (based upon votes appurtenant to Units subject to such mortgages) have given their prior written approval, the Owners and the Association shall not be entitled to: (i) by act or omission, allocating distributions of hazard insurance proceeds or condemnation awards or (b) determining the pro rata share of ownership of each Unit in the Common Area; (iii) partition or subdivide any Unit; (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Declarant or the Association shall not be deemed a transfer within the meaning of this clause); (v) use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement, or reconstruction of such Property; or (vi) amend, modify, or otherwise Change any material rights or obligations under this Declaration or the Bylaws. In the case of termination of

the Condominium for any reason other than substantial destruction or condemnation, prior written approval of Sixty-seven. (67%) percent of Eligible Mortgage Holders shall be required.

(d) The Board of Directors of the Association shall assure that its books, records, and financial statements, as well as current copies of the Declaration, Bylaws, and Rules are available for inspection by Unit Owners or holders, insurers, or guarantors of first mortgages on Units during normal business hours or under other reasonable circumstances.

(e) An adequate operating fund and a reserve fund for maintenance, repairs, and replacements of any Common Area which must be replaced on a periodic basis shall be established by the Association and shall be funded by regular monthly payments rather than by special assessments.

(f) No provision of this Declaration, the Bylaws, or the Rules shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of first mortgagees of the Condominium Units pursuant to their mortgages, in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof.

(g) This Declaration and the Bylaws contain provisions concerning various rights, priorities, remedies, and interests of first mortgagees of Units. Such provisions are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, any Owner who gives a first mortgage on his Unit shall notify the Association of the name and address of the first mortgagee of such Unit. All mortgagees with respect to which the Association has received such notice shall be given written notice of any damage or loss where the cost of restoring the Common Area exceeds Ten Thousand (\$10,000.00) Dollars, and the first mortgagee of a Unit shall be given written notice of damage or loss to the Unit covered by its mortgage where the cost of restoration of such damage or loss exceeds One Thousand (\$1,000.00) Dollars, the Association is made aware of such damage or loss, and notice of such mortgage has been supplied to the Association.

(h) Any holder, insurer, or guarantor, or grantor of a first mortgage on any Unit shall be entitled to have the Association provide a copy of the audited financial statement for the immediate preceding fiscal year of the Association. If no such audited statement exists, the requesting party is entitled to have an audited statement prepared at its own expense, or at its option to receive a copy of any unaudited statement. Upon such request, the Association must

provide the financial statement to the requesting party within a reasonable time.

6. No Revocation or Partition. The Common Area shall remain undivided, and no Unit Owner or any other Person shall bring any action for partition or division thereof, nor shall the Common Area be abandoned by act or omission, unless the Condominium is terminated pursuant to Section 34 of the Condominium Act.

7. Invalidity. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision, condition, covenant, or restriction hereof shall be invalid or void under any applicable federal, state, or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant, or restriction hereof is, at the time of recording this Declaration, void, voidable, or unenforceable as being contrary to any applicable law or ordinance, the Declarant, its successors and assigns, and all persons claiming by, through, or under this Declaration, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this Declaration thereby operating to validate the provisions of this instrument which otherwise might be invalid, and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of this instrument.

8. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon notice to be given within a specified period), irrespective of the number of violations or breaches which may occur.

9. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Mill Falls Realty, LLC
Declarant

By: _____
_____, Member

STATE OF NEW HAMPSHIRE
STRAFFORD, SS

Personally appeared _____, duly authorized member of Mill Falls Realty, LLC, and acknowledged that he executed the above instrument as his free act and deed on behalf of the limited liability company for the purposes therein expressed, before me, this ____ day of _____, 2020.

Notary Public
My Commission Expires:

EXHIBIT A

SUBMITTED LAND

EXHIBIT B

UNIT PERCENTAGE INTERESTS

Each unit shall have an equal percentage ownership interest in the common areas, and shall have an equal vote in all matters affecting the condominium or the association.

EXHIBIT C

LIST OF UNITS